SEPARATION AGREEMENT BETWEEN TIMOTHY LeMONDS AND THE MADISON METROPOLITAN SCHOOL DISTRICT

THIS AGREEMENT is made by and between TIMOTHY LeMONDS ("Employee") and the MADISON METROPOLITAN SCHOOL DISTRICT ("MMSD" or the "District"), collectively "the Parties."

WHEREAS, Employee is employed by the District as Director of Communications; and

WHEREAS, the Parties desire through this Agreement to settle all issues between the Parties related to Employee's employment with the District, the ending of that employment relationship, and any other issues between the Parties; and

WHEREAS, the Parties desire through this Agreement to finalize Employee's retirement from the District and accept all of the terms of this Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Retirement**. Employee voluntarily retires from the District effective July 17, 2023, and the District hereby accepts that retirement date and waives any and all notice requirements and penalties associated with that date. The Employee will retire with all benefits that he is entitled to under the relevant portions of the MMSD Employee Handbook, including Addendum J, Section 8.2, Insurance Escrow.

2. **Payment**. The District shall issue to Employee a gross amount of Forty-Thousand dollars and zero cents ($40,000) in the form of one lump sum payment to be reported on IRS Form W-2 and characterized as lost wages, such that the District shall make all required and authorized deductions and withholdings.

3. **References.** The District will respond to inquiries about Employee from potential employers by providing only Employee's positions held, date of hire of December 9, 2019, and date of retirement of July 17, 2023. It will provide no further or contrary information about Employee. If asked, the District will also verify that references listed by Employee worked or work for the District. The District will not interfere with Employee's colleagues or supervisors who wish to serve as a reference for Employee.

4. **Mutual Non-Disparagement**. Employee shall not make any statements or otherwise take any action intended or that may reasonably be expected to impair the goodwill, reputation or good name of the District and its officers, employees or agents. Likewise, the District agrees that its officers and administrative employees shall not make any statements or otherwise take any action intended or that may reasonably be expected to impair the goodwill, reputation, or good name of Employee. However, Employee is not limited in his right to respond to allegations in the media or on social media that disparage him made by non-managerial employees of the District, insofar as Employee's response does not disparage the District itself, or its officers, agents or employees other than the employee who disparaged him. Moreover, Employee is not limited in his right to explain to prospective employers all the circumstances leading to his departure from the District from his

perspective. Additionally, nothing in this Agreement shall limit Employee's First Amendment rights for issues unrelated to his employment with the District or his departure therefrom.

5. **Public Records.** Except as required by law, the Parties agree that they will keep the terms, amounts, and facts of this Agreement confidential and will not disclose such information to anyone except tax/financial advisors, estate executors, accountants, legal counsel and other such persons necessary to carry out the Agreement. Additionally, Employee may share the terms, amounts and facts of this Agreement with his immediate family. Employer is subject to Wisconsin's Public Records Law. Should Employer receive a request for documents that it believes encompasses this Agreement and that this Agreement is not exempt from disclosure, the Employer will send a written notice of the request to Employee. If this Agreement is released to the public in response to a Public Records request, the Parties obligation under this paragraph shall cease.

6. **Waiver and Release**. In consideration of the promises set forth herein, Employee, for himself, and his successors, assigns, heirs, administrators, executors, and personal representatives, does hereby agree to waive, release, forever discharge, indemnify and hold harmless, the District, its Board, Board members, officials, officers, employees, agents, attorneys and insurers, past or present (Releasees) individually and in their official capacities, and the successors and assigns of each of them, and any other person, firm or corporation charged or chargeable with responsibility or liability, their successors and assigns, from any and all legal and equitable rights and claims, demands, damages, costs, attorney fees, expenses, liability, or cause of action of any kind or nature whatsoever on account of any acts (including but not limited to, negligent and non-negligent acts), failure to act or other event arising out of or relating to Employee's employment by the District and/or his retirement from the District, including, but not limited to, grievances; prohibited practice complaints; claims for emotional distress or other tort claims; claims of wrongful discharge or constructive discharge; and claims based on contract, the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1983, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, and any and all other federal, state or local laws or ordinances dealing with discrimination, including retaliation, but excluding claims arising after this Agreement is executed. Employee further agrees not to commence any legal action against the District on any of the aforementioned grounds or on any grounds arising out of or relating to Employee's employment by the District and/or his retirement from the District existing as of the date Employee signs this Agreement, except as necessary to enforce this Agreement.

7. **Severability**. The parties agree that if any term, condition, covenant, warranty or representation of this Agreement becomes or is declared illegal, invalid unenforceable, or void with respect to any person or circumstance, such provision shall be severed and the remainder of the Agreement or application of such circumstances shall not be impaired thereby and the Agreement shall otherwise remain in full force and effect.

8. **Voluntary Agreement**. The parties each acknowledge that they have had a full and fair opportunity to consult with legal counsel throughout all negotiations which preceded the execution of this Agreement, and in connection with their execution of this Agreement. The parties represent that they each have read this Agreement, understand it, voluntarily agree to its terms, and sign it freely.

9. **Joint Drafting**. This Agreement is the product of joint drafting, negotiation, and mutual agreement and, accordingly, any ambiguity in this Agreement shall not be resolved against either party on grounds that either party served as the party responsible for drafting this Agreement.

10. **Non-precedential**. This Agreement is non-precedential in all respects, including with regard to the application of its terms and conditions to another employee (or former employee) or the interpretation of current or former policies.

11. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the parties concerning its subject matter and prevails over prior communications between them and their representatives, if any, about its subject matter. No party hereto shall be bound by any condition, definition, representation or warranty other than as expressly provided in this Agreement, or as subsequently set forth in writing and signed by the parties.

12. **Governing Law and Breach**. This Agreement and all questions arising in connection with it shall be determined under the laws of the State of Wisconsin.

13. **Waiver.** No failure on the part of the parties to exercise and no delay in exercising any right or remedy provided in this Agreement shall operate as a waiver of such right or remedy.

14. **Modification and Binding Effect.** This Agreement may only be modified in writing and signed by the parties to this Agreement. This Agreement shall be binding upon the parties' respective heirs, executors, successors and assigns.

15. To facilitate circulation and execution of this Agreement, electronic scans or copies of original signatures shall be deemed to be original signatures and this Agreement may be signed in counterpart.

IN WITNESS THEREFORE, the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents, and sign the same under their own free will, being duly authorized to do so.

Lisa Kvistad
Interim Superintendent, MMSD
Date: 7/17/23

Timothy Le Monds
Timothy LeMonds
Date: 7/17/2023